



STATE OF MONTANA
Department of Military Affairs
Invitation for Bid
(This is not an order)



IFB Number: 110009	IFB Title: Fertilizing / Chemical herbicide application activities at Fort Harrison
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IFB Due Date and Time: June 28 th , 2010 2:00 p.m., Mountain Standard Time	Number of Pages: Thirteen (13)
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ISSUING AGENCY INFORMATION

Procurement Officer: Sally Byrd	Issue Date: June 9, 2010
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Department of Military Affairs
Centralized Services Purchasing
P O Box 4789
1900 Williams Street
Fort Harrison MT 59636

Phone: (406) 324-3331
Fax: (406) 324-3335
TTY Users, Dial 711

Website: <http://dma.mt.gov/>

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE AND COST PROPOSAL WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."

Mark Face of Envelope/Package:

IFB Number: 110009
IFB Due Date: June 28th, 2010

Special Instructions:
Pre-Bid Conference will be conducted at **1900 Williams Street, Fort Harrison Facilities Management Office Conference Room Building 1007 on June 22nd 2010 at 9:00 am.**

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address:	Authorized Bidder Signatory:
	(Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder E-mail Address:	Debarment: The contractor certifies, by signing this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions – Invitation for Bid

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, MCA Article VIII Sections 801 through 817. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the Agency Procurement Officer. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

TEXTING: In accordance with the President's Executive Order entitled *Federal Leadership on Reducing Text Messaging While Driving*, dated October 1, 2009, all contractors providing supplies or services to the Federal Government through a procurement contract, grant, or cooperative agreement are encouraged to adopt and enforce policies that ban employee and sub-contractor text messaging while driving a company-owned or leased vehicle, a government owned vehicle (GOV), or while driving a Privately Owned Vehicle (POV) on official government business or when performing any work for or on behalf of the Federal Government.

Federal contractors, subcontractors, and grant recipients and sub-recipients are also encouraged to conduct initiatives and consider new rules and programs designed to increase employee awareness of the risks associated with texting while driving. These initiatives should encourage voluntary compliance with the agency's text messaging policy while off duty.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The STATE OF MONTANA, Department of Military Affairs (hereinafter referred to as "the State") is soliciting bids for fertilizing and chemical herbicide application services at Fort Harrison IFB #110009. A more complete description of the supplies and/or services sought is provided in Section 3 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of one year beginning July 1, 2010 or upon contract execution and ending June 30, 2011. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years or a cost of \$100,000.00, at the option of the State.

1.2 INSTRUCTIONS TO BIDDERS

1.2.1 Procurement Officer Contact Information. Contact information for the procurement officer is as follows:

Procurement Officer: Sally Byrd

Department of Military Affairs, 1956 Mt Majo Street, P O Box 4789, Fort Harrison MT 59636
Telephone Number: 406-324-3331, Fax Number: 406-324-3335, E-mail Address: sbyrd@mt.gov

1.2.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Officer in writing. The bidder making such request will be solely responsible for its timely receipt by the Procurement Officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.2.3 Interpretation or Representations. The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.2.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.2.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.2.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.3 BID SUBMISSION

1.3.0 Pre-Bid Conference will be conducted at **1900 Williams Street, Fort Harrison Facilities Management Office Conference Room Building 1007 on June 22nd 2010 at 9:00 am.** Bidders are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors discovered upon examination of this IFB. All responses to questions at the Pre-Bid Conference will be oral and in no way binding on the State.

1.3.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB number 110009. ***Bids must be received at the Purchasing Office of the Department of Military Affairs, Centralized Services Purchasing, P O Box 4789, 1956 Mt Majo Street, Fort Harrison MT 59636 prior to 2 p.m., Mountain Standard Time, on June 28, 2010.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

1.3.2 Late Bids. ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.3.3 Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

1.3.4 Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

1.4 CHANGE OR WITHDRAWAL OF BIDS

1.4.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Procurement Officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.4.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as

allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

1.5 BID AWARDS

1.5.1 Basis for Award. Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid.

1.5.2 Rejection of Bids. While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

SECTION 2: ADDITIONAL REQUIREMENTS

2.0 PREFERENCE NOT APPLIED

Reciprocal preference will not be applied to this purchase because federal funds are involved (ARM 2.5.408).

2.1 ON-SITE REQUIREMENTS/CLEANUP

Each potential contractor should visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful contractor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. The contractor shall be responsible for all damages or injury due to their action or neglect.

The contractor shall maintain access to all phases of the project pending inspection by the State or its representative.

In terms of cleanup, the contractor shall keep the premises free from debris and accumulation of waste;

2.2 MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be

coordinated by the State. The contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

2.3 COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

2.4 INSURANCE REQUIREMENTS

2.4.1 General Requirements. The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

2.4.2 Primary Insurance. The contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

2.4.3 Specific Requirements for Commercial General Liability. The contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$300,000** per occurrence and **\$600,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

2.4.4 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

2.4.5 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contractor; products and completed operations; premises owned, leased, occupied, or used.

2.4.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the contractor, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

2.4.7 Certificate of Insurance/Endorsements. Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. The State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

2.5 CONTRACTOR PERFORMANCE ASSESSMENTS

The State may conduct assessments of the contractor's performance. This contract may be terminated for one or more poor performance assessments. The contractor will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the contractor's response, and the severity of any negative performance assessment. The contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

2.6 MONTANA PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with Title 18, Chapter 2, Part 4, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with Sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with Title 18, Chapter 2, Part 4, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing

wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under Section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The Commissioner of the Montana Department of Labor and Industry has established the standard prevailing rate of wages in accordance with sections 18-2-401 and 18-2-402, MCA, for **Pesticide Handlers, Sprayers and Applicators for District 5** to be **\$10.00** per hour, plus a benefit rate of **no rate established.**

2.7 TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the contractor for the additional resources the contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

2.8 CONTRACT TERMINATION

2.8.1 Termination for Cause. The State may, by written notice to the contractor, terminate this contract in whole or in part at any time the contractor fails to perform this contract.

2.8.2 Termination for Convenience. The State may, by written notice to the contractor, terminate this contract without cause. The State must give notice of termination to the contractor at least 30 days prior to the effective date of termination.

2.8.3 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See Section 18-4-313(4), MCA.)

SECTION 3: SCOPE OF WORK AND PRICING SCHEDULE

3.0 SCOPE OF WORK

3.0.1 Purpose/Use for Supply or Service. The Department of Military Affairs, Facility Maintenance and Environmental Office is seeking a contractor to provide fertilizing and chemical herbicide application activities at Fort Harrison, two miles west of Helena. The herbicide and fertilizing application activities will include the fall green up period, if it occurs, around Mid October 2010 and spring green up, around April 1, 2011. Contract is renewable and if renewed will include subsequent years covering the same application timeframes. The majority of work will occur during the peak flowering time of each noxious weed species of concern and beneficial fertilization times. Additional applications may be requested dependent upon need and funding. At least one application will happen every year, additional applications will be requested dependent upon funding.

3.0.2 Description of Supply or Service. The selected contractor will be responsible for providing all chemicals, equipment, tools, vehicles, safety gear and water supply for mixing of chemicals.

3.1 SPECIFIC CONTRACT REQUIREMENTS

3.1.1 Description of Tasks.

- Turf Grass fertilization and broad leaf weed control
- Control of lawn weeds around occupied buildings;
- Other herbicide application activities as deemed appropriate.

The herbicide and fertilizing applications will occur on maintained grounds at Fort Harrison and at the National Guard Airport Facilities. These areas have a combined acreage of approximately 81 acres. Herbicide application activities will begin with spring green up, around mid June every year and end after the fall green up period, if it occurs, around mid October. The majority of work will occur in the spring and fall.

Contractor must have sufficient equipment to apply product and not cause damage to turf areas, as well as the ability and resources to complete application within a day at either location. In order to coordinate the water and mowing schedules at each location scheduling with the contract liaison is required. This requirement is due to optimal spraying opportunities being limited by weather, plant conditions, and military training schedules.

Contractor shall post all sprayed areas immediately upon completion. Contractor shall indicate the site has been sprayed, including contractor name, phone number, date and type of herbicide or fertilizer used. These must be posted in a visible manner on the sites sprayed.

Contractor must carry and have available methods to clean up and control spills if they should occur.

Contractor shall be aware of new invader weed species and report them immediately along with locations to the State's contract liaison.

Contractor must be a State of Montana Certified Pesticide Applicator and submit pesticide application records to the Facilities Management Post Engineers Office as they occur.

3.2 SPECIAL REQUIREMENTS

3.2.1 Use of Hazardous Materials by Contractor. Because the existence of hazardous substances and contaminants in the work environment and in products used in the performance of this contract pose a significant health hazard, the Department of Military Affairs requires that all activities performed under this contract be done in a manner to protect the health and safety of all persons and safeguard the environment.

The contractor, through cooperation with the State, is responsible to provide for the control and disposal of any and all hazardous substances and contaminants in a safe and environmentally sound manner, in compliance with all pertinent state and federal laws.

3.2.2 Personnel. It is the responsibility of the contractor to provide skilled personnel, directly employed and supervised by the contractor, to perform all services as required. All personnel must wear apparel identifying them as agents of the contractor while performing services under this contract.

3.2.3 Safety Requirements. All weed control and fertilizing applications shall be performed in a safe manner according to the most modern and effective scientific procedures. All materials used shall be registered by the Environmental Protection Agency and the State of Montana, Department of Agriculture.

Materials shall be applied according to the Montana Pesticide Act, in accordance with the manufacturer's label directions, only for those uses specified.

No weed control or fertilizer materials or equipment shall be stored or kept at any State facility when the contractor is not working there.

Chemical pest controllers are mandated to abide by the Montana Pesticides Act codified in Title 80, Chapter 8, Parts 1 through 3, MCA, and Administrative Rules of Montana (ARM) Title 4, Chapter 10.

3.2.4 Pesticide Applicator's License. Bidders must provide a copy of their valid pesticide applicator's license with bid response. Contractor's valid pesticide applicator's license number_____.

3.2.5 Performance Requirements. All work rejected as unsatisfactory shall be corrected, at no additional cost, within a 24 hour period after notification. Should the contractor fail to respond to the notice or not remedy the defects, the State shall have this work corrected at the expense of the contractor.

When services performed are of such a nature that the defects cannot be corrected by re-performance of the services, the State shall have the right to (1) require the contractor to immediately take all necessary steps to ensure future performance of the services are in conformity with the requirements of the contract or (2) otherwise have the services performed in conformity with the contract requirements, and deduct any costs incurred by the State that are directly related to the performance of such services.

3.2.6 Local Business Phone. Contractor shall provide the State with a local Helena business phone number or toll free number.

3.2.7 Claims. It is expressly understood and agreed that any work or materials not specifically provided for by this contract must be prior approved and ordered, in writing, by the State. In no event shall the contractor incur any liability by reason of any verbal directions or instructions given by the State or its authorized agent, nor will the State be liable for any extra materials furnished or used, or for any extra work or labor done without prior written order furnished by the State.

Any such extra work or materials which may be done or furnished by the contractor without written order first being given shall be at the contractor's own risk, cost and expense, and he/she shall make no claim for compensation for work or materials so done or furnished.

3.2.8 Adjustments in Service. Upon request by the State, the contractor shall submit a quotation indicating the adjustment for adding or removing from the service outlined in this request. The contractor shall show proper breakdown to prove that the quotation provided is made on the same basis as the original contract.

3.3 PRICES

3.3.1 Taxes, Shipping, and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

3.3.2 Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

3.3.3 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

3.4 ALL-OR-NONE AWARD

Awards will be made on an all-or-none basis. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

3.5 PRICING SCHEDULE

Measurements figures are approximate only. Contractor shall invoice the Department of Military Affairs, Post Engineers, Contract Liaison for services rendered.

The contractor, having familiarized himself with all terms, conditions, and specifications of this solicitation, hereby agrees to provide all labor, equipment, and materials as required for weed control services at the locations stated herein.

Location	Square Feet per location		Cost per Area
HAFRC	39025		
Parade Ground	422440		
Soldier Park	101805		
Womack Armory	3635		
BOQ 710	40750		
Rec. center 799	9210		
BOQ 724	26019		
Fire Hall 1010	9080		
Mt Defensa Blk	59800		
T60 Corner	17868		
Main Gate	10305		
Medal of Honor	74305		
FMO, Bldg 1007	9080		
Fredrick Blk	66745		
CST, Bldg 62	23446		
Fitness Center Blk	64520		
RTC 401	64819		
Bldg 71 Blk	25850		
Bldg 517	41245		
T3	16075		
Barracks Block	165332		
Mess Hall 303	63627		
Clinic 1009	10712		
Ball Field Block	21582		
MIRF 305	13450		
ATTC 402	10526		
Tool Recycling 1020	39076		
Bldg 530	17659		
FMS-3	8360		
AIRPORT AREAS			
AASF	72600		
ABA	18135		
C12	5031		

Approximate Acres - 81

Cost per Acre: \$ _____